

tor: Arthur Lewis Foster  
 tee: Paul Leroy Porter and wife, Wendy Renee Porter

## WARRANTY DEED

THIS INDENTURE, made and entered into on this 15th day of May, 1995, by and between Arthur L. Foster, Grantor, ("party of the first part"), and Paul Leroy Porter and wife, Wendy Renee Porter, ("party of the second part"), Grantee,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

Lot 23, Section "A", 1st Addition, Olive Ridge Subdivision, in Section 26, Township 1 South, Range 6 West, as per plat of record in Plat Book 43, Page 41, in the Chancery Court Clerk's Office of DeSoto County, Mississippi.

Being the same property conveyed to the grantor herein by warranty deed of record in Deed Book 280, Page 16 in the land records of DeSoto County Chancery Court Clerk's Office.

Title to the aforescribed real property is vested in Arthur L. Foster. Janice L. Foster, wife of the said Arthur L. Foster, for the consideration aforesaid, joins herein for the purpose of granting, bargaining, selling, conveying and confirming, and does hereby grant, bargain, sell, convey and confirm unto the party of the second part, his heirs and assigns, all rights, claims and interests of every kind, character and description whatsoever which she now has or hereafter may acquire by virtue of her marriage, including but not limited to homestead as provided by the laws of the State of Tennessee, but the said Janice L. Foster does not join in the covenants and warranties of this indenture.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, EXCEPT for 1995 DeSoto County taxes, not yet due and payable and which the parties have prorated as of the date of closing and subdivision restrictions, building lines and easements, road right of way, zoning and subdivision regulations in effect in DeSoto County, Mississippi, and of record in Plat Book 43, Page 41, all in the office of the DeSoto County Chancery Court Clerk's Office; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

STATE OF TENNESSEE CO. F.

JUN 12 2 35 PM '95

Arthur L. Foster

BK 286 PG 591

W.E. C. CLK Janice L. Foster

By m. Jaylor D.C.

STATE OF TENNESSEE  
 COUNTY OF SHELBY

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Personally appeared before me, a Notary Public in and for said State and County, Arthur L. Foster and wife, Janice L. Foster, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15th day of May, 1995.

[Signature]  
Notary Public

My Commission expires: 03/07/98

(FOR RECORDING DATA ONLY)

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$64,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Karen Jones, Agent  
Affiant

Subscribed and sworn to before me this 15th day of May, 1995.

[Signature]  
Notary Public

My Commission expires: 03/07/98

Property Address: 7129 Goodman Ridge Dr.  
Olive Branch, MS 38654

Tax Parcel Identification Number: 1067-2611.0-00023.0

Grantor's Address:

10185 DeSoto Rd  
OLIVE BRANCH MS 38654  
(601) 895-4858  
Work Phone No.:  
Home Phone No.: (601) 895-4858

Grantee's Address:

7129 Goodman Rd  
OLIVE BRANCH MS 38654  
(601) 895-6348  
Work Phone No.: (601) 895-0445  
Home Phone No.: (601) 895-6348

This instrument prepared by and return to:

Michael A. Fearnley, Attorney  
6389 Quail Hollow Rd. Ste. 202  
Memphis, TN 38120  
(901) 767-6200

CASE # 95-05-045/ak

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